

## **EXHIBIT I**

### **PROHIBITED IP RIGHTS (LANDLORD) USAGE**

1. Illegal drugs.
2. Pornography.
3. Prostitution.
4. Illegal activities.
5. Illegal harassment.
6. Illegal hate speech.

**EXHIBIT J**

**MEMORANDUM OF LEASE**

[FOLLOWS THIS COVER PAGE]

Upon recording return to:  
Trump Old Post Office LLC  
c/o The Trump Organization  
725 Fifth Avenue, 26th Floor  
New York, New York 10022  
Attn: Jason D. Greenblatt, Esq.

MEMORANDUM OF LEASE

NAME AND ADDRESS OF LANDLORD: THE UNITED STATES OF AMERICA,  
ACTING BY AND THROUGH THE  
ADMINISTRATOR OF GENERAL SERVICES  
Portfolio Management - Suite 7600  
7<sup>th</sup> & D Streets, S.W.  
Room 7660  
Washington, D.C. 20407

NAME AND ADDRESS OF TENANT: TRUMP OLD POST OFFICE LLC  
c/o The Trump Organization  
725 Fifth Avenue  
New York, New York 10022  
Attn: David Orowitz

DESCRIPTION OF LEASED PREMISES:

That parcel of land owned by Landlord and the improvements thereon located in the District of Columbia, at 1100 Pennsylvania Avenue, N.W., as more particularly described on Schedule 1 annexed hereto and made a part hereof (the "Leased Premises").

DESCRIPTION OF LEASE:

The lease dated as of \_\_\_\_\_, 2013 and executed as of \_\_\_\_\_, 2013 by and between Trump Old Post Office LLC, as Tenant, and the United States of America, acting by and through the Administrator of General Services, as Landlord (the "Lease").

TERM OF LEASE:

The term commenced on \_\_\_\_\_ 2013 and shall expire at 12:01 a.m. on the sixtieth (60th) anniversary date of the Opening Date (as defined in the Lease) unless sooner terminated or extended as provided in the Lease.

RENEWAL TERMS:

The Lease contains two (2) twenty (20) year renewal options, which may be exercised by Tenant provided that the conditions precedent specified in the Lease are satisfied. The renewal options and conditions precedent are more particularly described in Article 33 of the Lease.

RIGHT OF FIRST OFFER:

The Lease contains a right of first offer to purchase the Leased Premises or interests therein, as more particularly described in Article 16 of the Lease.

CONFLICT WITH LEASE:

In the event of any conflict between the provisions of this Memorandum of Lease and the Lease, the provisions of the Lease shall prevail and govern.

CAPITALIZED TERMS:

All capitalized and undefined terms herein shall have the meanings ascribed to such terms in the Lease.

COUNTERPARTS:

This Memorandum of Lease may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Memorandum of Lease.

SUMMARY OF LEASE ONLY:

This Memorandum of Lease solely represents a brief summary of some of the provisions of the Lease and does not purport to contain or reference all of the terms thereof.

[SIGNATURE BLOCK IMMEDIATELY FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum of Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

LANDLORD:

THE UNITED STATES OF AMERICA, ACTING BY  
AND THROUGH THE ADMINISTRATOR OF  
GENERAL SERVICES

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

TRUMP OLD POST OFFICE LLC

By: \_\_\_\_\_  
Name:  
Title:

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

DISTRICT OF COLUMBIA )  
SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 before me, the undersigned, a Notary Public in and for said District of Columbia, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**SCHEDULE 1**

**LEASED PREMISES**

[TO CONFORM TO **EXHIBIT D** AND THE DEFINITION OF THE "LAND"  
TO THE EXTENT MORE THAN ONE MEMO IS RECORDED, THE APPROPRIATE LEGAL  
DESCRIPTION WILL BE ATTACHED TO THE THEN APPLICABLE MEMO BEING RECORDED]



**EXHIBIT K**

**FORM OF CONSENT TO SUBLEASE**

**CONSENT TO SUBLEASE**

THIS CONSENT TO SUBLEASE (this "**Consent**") is executed as of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_ ("**Landlord**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Tenant**").

**Recitals**

A. Pursuant to that certain Lease dated as of \_\_\_\_\_, 20\_\_ by and between Landlord and Tenant, Tenant leased from Landlord and Landlord leased to Tenant certain premises currently known as \_\_\_\_\_ (the "**Premises**"), located at \_\_\_\_\_. Such lease, together with any amendments, extensions, subleases or assignments thereto, is hereinafter collectively referred to as the "**Lease**."

B. Tenant and \_\_\_\_\_, a \_\_\_\_\_, as subtenant ("**Subtenant**") wish to enter into a sublease for the a portion of the Premises identified in the Sublease (the "**Sublease Premises**") pursuant to a sublease dated \_\_\_\_\_ (the "**Sublease**"), signed by Tenant and Subtenant, a copy of which is attached to this Consent as **Exhibit A**.

C. Tenant has submitted a written request to Landlord requesting Landlord's consent to the sublease of the Sublease Premises to the extent required by the Lease.

D. Landlord has agreed to consent to the sublease of the Sublease Premises to the Subtenant in accordance with the terms and conditions of this Consent.

**Agreement**

NOW, THEREFORE, in consideration of the facts set forth in the Recitals, and of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** All capitalized terms used in this Consent not otherwise defined herein will have the meanings set forth for such terms in the Lease.

2. **Consent.** Subject to the terms and conditions of this Consent, Landlord hereby consents to the sublease of the Sublease Premises by Tenant to Subtenant pursuant to the terms and conditions of the Sublease; provided, however that no such consent by Landlord will be construed as consent to modify, amend or expand the terms of the Lease in any way.

3. **Effectiveness of the Consent.** This Consent will not be effective or valid for any purpose whatsoever unless and until a fully executed counterpart or copy of the Sublease has been delivered to Landlord, which Sublease provides, among other things, that nothing in the



Sublease will expand any liability or obligations of Landlord to any party, that the Sublease is subordinate to the Lease, and that Subtenant has agreed to comply and abide by all of the applicable terms and conditions of the Lease, [and if applicable, Subtenant acknowledges and agrees that certain portions of the Sublease Premises (including, without limitation, outdoor areas) are owned or controlled by third parties and all rights and obligations with respect to such portions of the Sublease Premises are subject to obtaining third party consents].

**4. Sublease.** Tenant represents and warrants to Landlord that an accurate and complete copy of the Sublease is attached to this Consent. In executing this Consent, Landlord has relied upon the foregoing representation and warranty.

**5. Effect of Transfer.** Landlord's consent to the Sublease will not release Tenant from any of its duties or obligations owing under the Lease. Landlord's consent to the Sublease shall not be deemed to be a consent to any subsequent assignment of Tenant's interest in the Lease or subletting of the Premises (any portion thereof or any interest therein).

**6. Tenant's Liability and Ratification.** Tenant hereby acknowledges and agrees that, subject to the terms of the Lease, Tenant is and will remain liable to Landlord for the performance of all of the terms, covenants and provisions of the Lease to be performed by Tenant (regardless of whether Tenant or Subtenant is responsible for such performance under the Sublease).

**7. Remedies.** Neither the Lease nor the Sublease will be deemed to grant Subtenant any rights whatsoever against Landlord. Tenant hereby acknowledges and agrees that the Sublease provides that Subtenant's sole remedy for any alleged or actual breach of its rights in connection with the Sublease Premises will be against Tenant.

**8. Conflict.** In the event of any discrepancy between the Lease and this Consent or the Sublease, the Lease controls. In the event of any discrepancy between this Consent and the Sublease, this Consent controls.

**9. Real Estate Brokers.** Tenant agrees to defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including reasonable third-party out-of-pocket attorneys' fees and costs) arising from any claims or demands of any broker, agent or finder for any commission or fee alleged to be due in connection with the Sublease or this Consent.

**(Signatures on following page)**

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first set forth above.

**LANDLORD:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**To Consent to Sublease**

**SUBLEASE**

[FOLLOWS THIS COVER PAGE]

**EXHIBIT L**

**MEMORANDUM OF UNDERSTANDING (JURISDICTION)**

[FOLLOWS THIS COVER PAGE]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**MEMORANDUM OF UNDERSTANDING  
FOR THE REDEVELOPMENT OF  
THE OLD POST OFFICE BUILDING AND ANNEX WASHINGTON, D.C.  
BETWEEN  
THE UNITED STATES GENERAL SERVICES ADMINISTRATION AND  
THE DISTRICT OF COLUMBIA**

1. Authorities and Overview. The United States of America, acting by and through the General Services Administration ("GSA"), is the fee simple owner of certain real property and improvements in the District of Columbia identified in the land records as Lot 800 in Square 323, Part of Lot 805 in Square 324, and that portion of the closed public right of way as shown on a Plat recorded in the Office of the District of Columbia Surveyor on July 2, 2013 in Book 207, p. 138, which are collectively known as the Old Post Office Building and Annex ("OPO"). OPO is located at 1100 Pennsylvania Avenue, NW, Washington, D.C. and is bound by the exterior curb line along 12<sup>th</sup> Street and Pennsylvania Avenue and the west façade of the Internal Revenue Service Building along the closed historic 11<sup>th</sup> Street ROW and the north façade of the IRS Building at C Street in Squares 323 and 324 (the "Property"). In accordance with the Old Post Office Building Redevelopment Act of 2008 (Pub. L. 110-359), GSA conducted a public competition seeking proposals to redevelop the OPO. As a result of that process, GSA selected Trump Old Post Office LLC (the "Developer") as the preferred selected developer to ground lease, rehabilitate, maintain and steward the OPO as a hotel pursuant to Section 111 of the National Historic Preservation Act (16 U.S.C. § 470h-3).

GSA is currently negotiating the terms and conditions of a long-term ground lease (the "Lease") with the Developer to redevelop and operate the OPO (such redevelopment and operation, together with any future construction, modifications, and alterations during the Lease term, (collectively the "Project").

The goal of this Memorandum of Understanding ("MOU") is to establish agreement for the building permitting responsibilities associated with the Project for the duration of the Lease term. GSA and the District of Columbia (the "District") agree that the Project will provide important economic development benefits to the District of Columbia, and that expediting issuance of the necessary permits and approvals will cause those benefits to be available more quickly, which is desirable to both parties. GSA and the District also agree that in this case, the Project entails the rehabilitation of an existing building which is currently in operation and not the construction of a new building or buildings. GSA and the District further agree that this MOU is solely for the redevelopment of the Old Post Office Building as codified in the Ground Lease by and between The United States of America and the Developer.

Therefore, GSA and the District agree:

A. GSA will serve as the Authority Having Jurisdiction for purposes of completing the review of the construction and inspections for the Project;



47  
48 B. GSA will carry out the Project in accordance with 40 U.S.C. § 3312;  
49  
50 C. GSA will issue the certificate(s) of occupancy authorizing the occupancy of the  
51 OPO;  
52  
53 D. GSA will only issue a certificate of occupancy(s) for "Permitted Uses" as  
54 described in Exhibit A and will not issue a certificate of occupancy(s) for "Prohibited  
55 Uses" as described in that exhibit;  
56  
57 E. GSA will fulfill the responsibilities in lieu of the local code official in completing the  
58 review and certifying the construction meets applicable guidelines for the Project; and  
59  
60 F. All work related to the Project that is to be performed in the District of Columbia  
61 Public Space shall be subject to review and/or approval as applicable by the District  
62 of Columbia Department of Transportation or the Public Space Committee. No  
63 portion of the OPO may project onto, occupy, or otherwise use the District of  
64 Columbia Public Space without obtaining all necessary approvals. The term "District  
65 of Columbia Public Space" shall have the same meaning as given "Public Space" in  
66 the applicable District statute or regulation.  
67  
68 Subject to compliance with Paragraph D, the District agrees to accept and recognize  
69 the certificate(s) of occupancy issued by GSA for the Project (the "Certificate of  
70 Occupancy") in lieu of any review that would typically be performed through the  
71 District of Columbia Government, including the Department of Consumer and  
72 Regulatory Affairs ("DCRA"). In lieu of a certificate of occupancy issued by the DC  
73 Government (including DCRA), the District agrees that upon issuance of the  
74 Certificate of Occupancy by GSA and presentation of said Certificate of Occupancy to  
75 the District, such Certificate of Occupancy shall be recognized by the District as the  
76 necessary document authorizing occupancy of the OPO for the use listed on the  
77 Certificate of Occupancy. The District agrees that no further locally-issued certificate  
78 of occupancy shall be required by the District in connection with authorization or  
79 issuance of any and all District of Columbia business licenses necessary to operate  
80 the OPO in accordance with the Lease, including but not limited to: basic business  
81 licenses, alcoholic beverage licenses and restaurant licenses.  
82  
83 2. Authority to Sign. Each signatory represents that s/he has the authority to bind the  
84 government instrumentality for which s/he signs to the terms of this MOU.  
85  
86  
87  
88  
89  
90  
91  
92



93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138

U.S. GENERAL SERVICES ADMINISTRATION

(b) (6)

08/02/2013

By:

Date: August 2, 2013

Kevin Terry  
Contracting Officer  
Public Buildings Service

DISTRICT OF COLUMBIA

By:

Date:

Victor Hoskins  
Deputy Mayor  
Office of the Deputy Mayor for Planning and Economic Development

93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138

U.S. GENERAL SERVICES ADMINISTRATION

By: Kevin Terry  
Contracting Officer  
Public Buildings Service

Date:

DISTRICT OF COLUMBIA

(b) (6)

8/1/13

By: Victor Hoskins  
Deputy Mayor  
Office of the Deputy Mayor for Planning and Economic Development

Date:

139  
140 **EXHIBIT A**  
141  
142

143 "Permitted Use" shall mean the (i) hotel and other facilities related to the operation of the  
144 hotel (ii) retail, restaurant, reception and lobby area, (iii) banquet, conference and public  
145 meeting rooms and facilities, (iv) a Congress Bells Gallery or museum and an  
146 educational center and/or Exhibition Gallery related to the Old Post Office (food and  
147 beverage may be served in the Exhibition Gallery and Congress Bells Gallery), and (v)  
148 uses of the Clock Tower Space by Clock Tower Operators and/or Tenant, if desirable by  
149 Tenant; provided, that Landlord and Tenant mutually agree to the terms and conditions  
150 of such use of the Clock Tower Space, and (vi) other uses from time to time customarily  
151 related to or in connection with a hotel, and/or providing hotel guest services, including  
152 parking, storage, back of the house, spa, retail venues, health club, health and wellness  
153 facility, food and beverage services, conference space, grand ballroom, meeting  
154 facilities, offices, bar, café retail, theater, a nightclub (whether or not featuring live  
155 entertainment), a discotheque, cabaret, comedy club or other establishment featuring  
156 live performance shows, and (vi) operation and licensing of antennae and other  
157 communication equipment on the roof. Notwithstanding the foregoing, Permitted Use  
158 expressly excludes the Prohibited Uses.

159 **Prohibited Uses**

160  
161 Yard and lawn equipment store (this shall not include any display of such equipment for  
162 marketing, promotion, entertainment or similar purposes or sale of such equipment as a  
163 secondary product at a store with a Permitted Use, which shall be permitted)

164  
165 Marketplace of independent merchants selling low quality merchandise (i.e., a flea  
166 market)

167  
168 All gaming and gambling of any kind, including but not limited to, a casino, kiosks,  
169 machines and parlors for gaming and sports betting (whether online or not); provided  
170 however, (x) Tenant shall be permitted to provide and allow for short-term gaming and  
171 gambling type events benefitting charitable organizations and (y) Hotel guests and other  
172 occupants may engage in online gaming and sports betting using personal electronic  
173 devices

174  
175 Adult-Oriented entertainment (with the exception of entertainment provided by means of  
176 in room entertainment systems or viewed by guests using personal electronic devices)  
177 including

- 178 - Gentlemen's Club,
- 179 - Topless Cabaret
- 180 - All Male Revue

181  
182 Sex Oriented Businesses – including  
183 - Escort Services

184           - Erotic Clothing / Equipment and Sex Toys  
185           - Condom Stores  
186  
187   Adult Video Store and/or Adult Book Store  
188  
189   Establishments that primarily provide dental care on credit  
190  
191   Secondhand furniture or clothing stores (with the exception of antique stores and  
192   auctioneers of fine and decorative furnishings and clothing)  
193  
194   Blood Bank (excluding short-term blood drives benefitting organizations such as, but not  
195   limited to, the American Red Cross, which shall be permitted)  
196  
197   Discount Layaway Jewelry  
198  
199   Sellers of illegal drugs or narcotics and paraphernalia relating thereto  
200  
201   Pawn Shops  
202  
203   Bail Bondsmen  
204  
205   Auto supply stores  
206  
207   Public Laundromat  
208  
209   Army and Navy Surplus Store  
210  
211   Tattoo Parlor  
212  
213   Fish & Bait Shop  
214  
215   Dollar Store  
216  
217  
218  
219



## **EXHIBIT M**

### **LIST OF ANTENNAE AGREEMENTS**

#### **COMMERCIAL ANTENNAE AGREEMENTS**

1. Lease No. GS-06-11-0808: U.S. Government Lease for Real Property, Communications Space, between the United States of America, acting by and through the Administrator of General Services, and AirBand Communication, Inc. dated November 20, 2008.
2. Lease No. GS-06-11-0801: U.S. Government Lease for Real Property, Communications Space, between the United States of America, acting by and through the Administrator of General Services, and Turner Properties, Inc. dated October 14, 2008.
3. Lease No. GS-06-11-1044: U.S. Government Lease for Real Property, Communications Space, between the United States of America, acting by and through the Administrator of General Services, and NBC News dated January 7, 2011. (As of January 2011, Lease No. GS-06-11-1044 replaces Lease No. GS-06-11-0616 dated December 15, 2006.)
4. Lease No. GS-06-11-1047: U.S. Government Lease for Real Property, Communications Space, between the United States of America, acting by and through the Administrator of General Services, and Diversified Communications, Inc. dated November 1, 2010. (As of November 1, 2010, Lease No. GS-06-11-1047 replaces Lease No. GS-06-11-2017 dated October 5, 2001.)
5. Lease No. GS-06-11-2014: U.S. Government Lease for Real Property, Communications Space, between the United States of America, acting by and through the Administrator of General Services, and ABC News, Inc. dated October 15, 2001, as amended by that certain Supplemental Lease Agreement No. 1 dated March 9, 2005 and that certain letter agreement dated June 19, 2009.

## **EXHIBIT N**

### **DITCHLEY BELLS**

#### Washington Ringing Society

This Exhibit sets forth the rights, duties, and obligations of Landlord and Tenant regarding the change ringing of the Ditchley Bells (the "Bells") at the Premises. Tenant specifically recognizes and agrees that:

1. Landlord intends to rely upon the Washington Ringing Society ("WRS") to fulfill some, or all, of Landlord's rights, duties, and obligations hereunder; and
2. Notwithstanding anything in the Lease to the contrary, the Bells shall remain the sole and exclusive property of the United States of America.

The Bells are a set of ten (10) change ringing bells given to the United States Congress as a Bicentennial gift of the Ditchley Foundation commemorating the relationship between the United States of America and the United Kingdom of Great Britain and Northern Ireland.

#### **Rights, Duties, and Obligations**

1. Except as otherwise provided in the Lease (*e.g.*, limiting access due to a life-safety issue), Tenant shall not limit, condition, or otherwise prevent Landlord from accessing the Bells for regular ringing practices, Events, media relations, or otherwise carrying out the purpose of this Exhibit.
2. On or before the twentieth day of each month, Landlord shall provide Tenant with a schedule of any ringing proposed in the following month that will fall outside regular practices (including the Events). Regular practices occur once per week, between 6 p.m. and 9 p.m. At the time this Lease comes into effect, these practices occur on Thursday nights. Except for Events identified in Section (3) which shall not be outside the hours of 9am to 9:30pm, ringing outside the weekly practices will not be scheduled:
  - a. Outside the hours of 5 p.m. to 9:30 p.m. on weekdays;
  - b. Outside the hours of 10 a.m. to 9:30 p.m. on weekends and holidays;
  - c. For more than 4 hours in duration;
  - d. More frequently than 4 times a month.
3. Tenant shall not limit, condition, or otherwise prevent ringing bands of between six (6) and ten (10) ringers organized by the WRS from change-ringing the Bells for the following (the "Events"):
  - a. Ten Federal Holidays (New Year's Day; Martin King, Jr. Birthday; President's Day; Memorial Day; Fourth of July; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day);
  - b. Opening and closing of sessions of the U.S. Congress;
  - c. April 19 (anniversary of the announcement of peace following the War of American Independence in 1783, and anniversary of the dedication of the Bells in 1983);
  - d. Inauguration Day; and
  - e. Any other special national observations not listed above (such as parades and state funerals), provided that Landlord gives at least two (2) weeks advance written notice



to Tenant, except for Events where this amount of notice shall be shortened, such as in the event of a state funeral, but shall in any event be coordinated with Tenant.

4. At Landlord's discretion, ringing services set forth in Sections 3(a-e) shall consist of a minimum of one (1) hour of general ringing, quarter peals, full peals, or as is reasonable considering the nature of the service provided.
5. The WRS and Tenant will coordinate in advance on operational issues that may adversely affect scheduled practices, Events and other ringing activities.
6. Landlord may, but shall not be required to, perform additional bell ringing services for Tenant (such as for weddings or other special events being held at the Premises) on an actual cost basis.
7. Landlord may, but shall not be required to, provide additional bell ringing services for any other Person besides Tenant on an actual cost basis at Tenant's request.
8. At Landlord's cost (either by rent credit or direct payment), Tenant shall provide (as part of the Clock Tower Space):
  - a. Heating, cooling, and lighting in the ringing chamber;
  - b. Seating for five ringers;
  - c. One classroom-style blackboard or whiteboard;
  - d. One wall-mounted clock;
  - e. Lockable closet space in the ringing chamber with sufficient space to accommodate extra bell ropes, tools, ringing books, files, etc., and to secure the "spider" control rope;
  - f. Access to a bathroom and water fountain or other source of drinking water;
  - g. Means to restrict access to the ringing chamber during ringing sessions.
9. Landlord and Tenant shall send a copy of all correspondence to the WRS Ringing Master.  
Address as of April 2013:  
  
Quilla Roth  
4448 Faraday Place NW  
Washington, DC 20016  
Email: [groth@verizon.net](mailto:groth@verizon.net)  
Phone: 202-244-1658
10. Notwithstanding anything to the contrary in the Lease, the WRS or other entity fulfilling some, or all, of Landlord's rights, duties, and obligations hereunder with respect to the Ditchley Bells, shall not be required to purchase or otherwise maintain any insurance coverage.

Limitations on the WRS:

1. Notwithstanding anything in this Lease to the contrary, and except for negligence or other willful misconduct, the WRS waives any and all rights at law or equity against Landlord or Tenant.
2. Except as expressly authorized by this Schedule, the WRS shall have no ability to bind, commit, or otherwise contract for or in the name of Tenant or Landlord; and
3. Nothing in this Exhibit shall establish any rights of the WRS as a third-party beneficiary.

**EXHIBIT O**

**FORM OF LETTER OF CREDIT**

**Date** \_\_\_\_\_

**BENEFICIARY**

**[Name and address**

\_\_\_\_\_  
\_\_\_\_\_]

Re: Irrevocable Standby Letter of Credit No. xxxxxxxxxxxx

Gentlemen:

We hereby establish our irrevocable Standby Letter of Credit No. \_\_\_\_\_ in your favor for account of (*Applicant's name and Address*) \_\_\_\_\_ in the amount of Four Million U.S. Dollars (\$4,000,000) available by your drafts at sight drawn in person at any \_\_\_\_\_ ("Bank") branch office located in the United States of America on us accompanied by the following documents:

1. Beneficiary's statement purportedly signed by one of its officers certifying that:

(A) The amount of the accompanying draft is due and payable to (Beneficiary's name, under a certain lease agreement by and between (Beneficiary's Name), and (Applicant's Name), as a result of (Applicant's Name) failure to comply (after notice, to the extent required under the terms of the Lease) with its duties and obligations under the terms of such Lease Agreement resulting in an event of default thereunder; or

(B) The Bank or any governmental authority which obtains control or management of the Bank has given notice to Beneficiary that it does not intend to renew, or that it repudiates or does not intend to honor this Letter of Credit and (Applicant's Name) has not provided an acceptable replacement letter of credit from a different credit issuer within five (5) business days after the Beneficiary's request following such occurrence.

2. Original of this Letter of Credit and any amendments thereto or a copy of the same certified by an officer of the Beneficiary.

Drafts drawn under this Letter of Credit must state "Drawn under [INSERT BANK NAME] Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_".

Partial drawings are permitted.

This Letter of Credit expires on \_\_\_\_\_ at 3:00 P.M. at our counters at [INSERT BANK

ADDRESS] unless renewed as stated below.

This Letter of Credit shall be automatically extended, without amendment, for additional periods of one (1) year from the current expiration date, or any future expiration date unless at least sixty (60) days prior to such expiration date we notify you by overnight courier, that this Letter of Credit will not be renewed. Such notice will be deemed to have been given when received by you. Upon receipt of such notice, you may immediately draw on us hereunder by means of your sight draft in person at any (Bank's name) branch located in the United States of America for the amount outstanding at the time of drawing, accompanied by your written statement purportedly signed by one of your authorized representatives stating "We are in receipt of written notice from you of your election not to renew your Letter of Credit No. \_\_\_\_\_ and we have not received an acceptable replacement Letter of Credit as of the date of our drawing".

This Letter of Credit is transferable in whole only, but not in part without payment of any transfer fee by the beneficiary. Should you desire to transfer, such transfer will be subject to the return to us of this original Letter of Credit and any amendments thereto. We hereby agree to transfer this Letter of Credit upon our receipt of Beneficiary's written request for transfer. Under no circumstances shall this Letter of Credit be transferred to any person or entity with which U.S. persons or entities are prohibited from conducting business under U.S. foreign asset control regulations and other applicable U.S. laws and regulations.

This Letter of Credit will not be amended unless agreed to in writing by the above-named Beneficiary or any party to whom this Letter of Credit has been properly transferred.

We hereby engage with drawers, endorsers and bona fide holders of draft that draft drawn and negotiated in conformity with the terms of this Letter of Credit will be duly honored on presentation of documents as specified above at our above counters.

Except so far as otherwise expressly stated this standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No.600.

\_\_\_\_\_  
Authorized Signature

**EXHIBIT P**

**PENNSYLVANIA AVENUE JURISDICTION**

[FOLLOWS THIS COVER PAGE]



**DESCRIPTION OF  
PARTS OF  
PENNSYLVANIA AVENUE, N.W.  
(160 FEET WIDE)  
&  
D STREET, N.W.  
(70 FEET WIDE)**

**DISTRICT OF COLUMBIA  
MAY 9, 2013**

**Being** two (2) strips or parcels of land hereinafter described as running in, through, over and across Pennsylvania Avenue, N.W. (160 feet wide) and D Street, N.W. (70 feet wide) in the District of Columbia; said land being under the jurisdiction of the National Park Service by virtue of Public Law 104-134, Section 313(d), and being depicted on National Park Service Map 840-82441 and on a drawing entitled "12<sup>th</sup> Street to 10<sup>th</sup> Street, Jurisdictional Maintenance Boundaries", sheet number 7 of 25, dated 02-26-1996, by the Pennsylvania Avenue Development Corporation; and being more particularly described in the bearing meridian of the District of Columbia Surveyor's Office as follows:

**PART 1**

**Beginning** at a point on the southerly line of Pennsylvania Avenue, N.W. (160 feet wide); said point being South 70° 16' 17" East, 20.22 feet from the northeast corner of Square 323; said corner also being the northeast corner of Assessment and Taxation (A&T) Lot 800 in Square 323 as shown on A&T Tracing 323 on file in the Records of the Office of the Surveyor of the District of Columbia; thence running in, through, over and across Pennsylvania Avenue, N.W. the following five (5) courses and distances

- 1) Due North, 30.62 feet to a point; thence
- 2) 3.71 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 35° 28' 06" and a chord bearing and distance of North 17° 44' 03" West, 3.66 feet to a point along the southerly back of curb of Pennsylvania Avenue, N.W.; thence running with and binding on said back of curb
- 3) South 70° 26' 27" East, 41.56 feet to a point; thence
- 4) 7.80 feet along the arc of a curve to the left having a radius of 6.00 feet, a delta angle of 74° 26' 57" and a chord bearing and distance South 37° 13' 28" West, 7.26 feet to a point; thence
- 5) Due South, 26.48 feet to a point on the southerly line of said Pennsylvania Avenue, N.W. and the northerly line of Lot 805 in Square 324 as shown on

A&T Plat 3532-J on file in the said Records of the Office of the Surveyor;  
thence running with and binding on said lines

- 6) North  $70^{\circ} 16' 17''$  West, 35.76 feet to the Point of Beginning;

Containing an area of 1,148 Square Feet or 0.02635 of an acre of land, more or less.

## PART 2

**Beginning** at a point at the intersection of the easterly line of 12<sup>th</sup> Street, N.W. (85 feet wide) and the southerly line of D Street, N.W. (70 feet wide); said point being the northwest corner of Square 323; said corner also being the northwest corner of said A&T Lot 800 in Square 323; thence running in, through, over and across D Street, N.W. the following two (2) courses and distances

- 1) Due North, 70.72 feet to a point; thence
- 2) South  $70^{\circ} 32' 34''$  East, 212.29 feet to a point at the northeast corner of Square 323; thence binding on and running with the north line of said Square 323
- 3) Due West, 200.17 feet to the Point of Beginning;

Containing an area of 7,078 square feet or 0.16249 of an acre of land, more or less.

Parts 1 and 2 containing a total area of 8,226 square feet or 0.18884 of an acre of land, more or less, are shown on the attached sketch and made a part of by this reference.

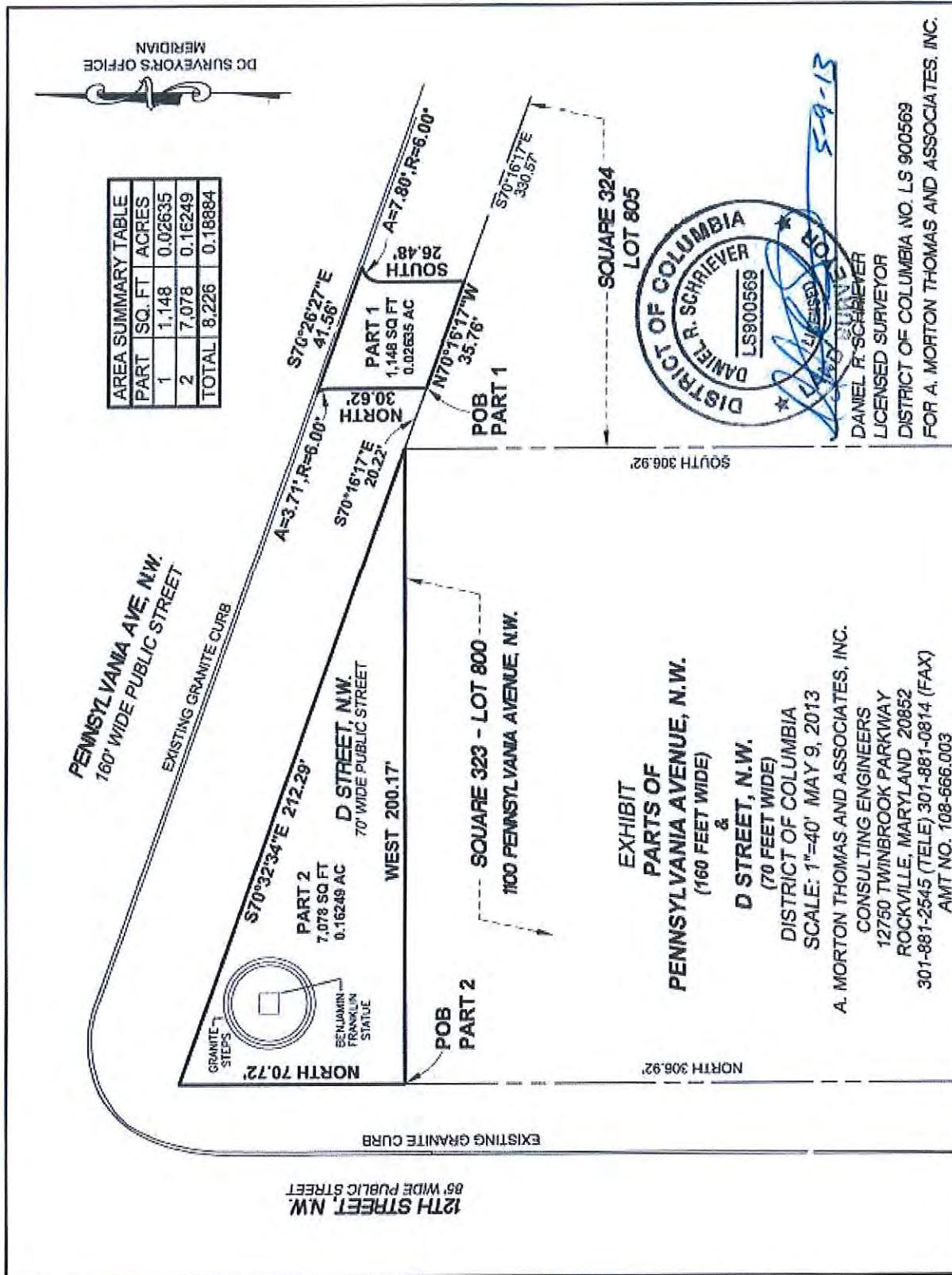
(b) (6)

5-9-13

Daniel R. Schriever  
Licensed Surveyor  
District of Columbia No. LS 900569  
For A. Morton Thomas and Associates, Inc.







**EXHIBIT Q**

**MEMORANDUM OF UNDERSTANDING WITH NPS**

[FOLLOWS THIS COVER PAGE]

**INTERAGENCY AGREEMENT**  
Between the  
**U.S. GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE**  
And the  
**DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE**  
**NATIONAL MALL AND MEMORIAL PARKS**

**I. Purpose**

The purpose of this Interagency Agreement (Agreement) between the General Services Administration (GSA) and the Department of the Interior, National Park Service, National Mall and Memorial Parks (NPS) (each a Party and collectively the Parties) is to carry out the obligations of each Party as defined in Section 4 of Public Law 98-1, 97 Stat. 3 (Feb. 15, 1983) (the Act), which directed GSA to "...execute an agreement with the Secretary of the Interior providing for operation of the observation tower ... by the National Park Service and further providing...for transfer to the National Park Service... such sums as may be necessary to operate the observation tower." The Old Post Office Tower (Tower) is listed on the National Register of Historic Places pursuant to 16 U.S.C. Section 470a, and is a primary element in the Pennsylvania Avenue National Historic Site. The Tower is part of the Old Post Office Building, which is located on the southeast corner of Pennsylvania Avenue and 12<sup>th</sup> Street, NW, in Washington, D.C., and is operated by GSA as a multi-use Federal building currently providing office and retail space.

**II. Roles**

The GSA has the primary responsibility for the overall management and administrative jurisdiction of the Old Post Office Building. The NPS has the responsibility for providing visitor educational, historical, and informational services for the Tower.

**III. Authorities**

The Terms of this Agreement are authorized under both the Act and Section 601 of the Economy Act of June 30, 1932, as amended, 31 U.S.C. 1535 and 1536, and the authorizing legislation of the Agencies involved.

**IV. Responsibilities**

Pursuant to the Act, this document constitutes an Agreement between the NPS and the GSA, for the operation of visitor services operations in the Tower, as described below.

1. The Tower shall be operated in a manner consistent with the Act and the terms and conditions of this Agreement and the annual NPS Interpretive Operations Plan and Budget (Plan and Budget) mutually approved by the Parties for this purpose, and the requirements of the Economy Act will be met.
2. Any operational concerns regarding the Tower noted by either Party shall be brought to the attention of the other Party and shall be resolved in a timely and mutually acceptable manner.